

FairLaw Firm

135 SAN LORENZO AVENUE, SUITE 770
CORAL GABLES, FL 33146

TEL 305.230.4884 FAX 305.230.4844

brian@fairlawattorney.com www.fairlawattorney.com

CLIENT CONTINGENCY AGREEMENT

The undersigned Client in and for adequate consideration receipt of which is acknowledged, hereby retains and employs the Law Office of Brian H. Pollock, P.A. d/b/a the FairLaw Firm, to represent him/her in connection with his/her claim(s) for unpaid overtime wages, minimum wages, wages, living/prevaling wages, under the Fair Labor Standards Act, the Florida Minimum Wage Act, and/or the Florida Unpaid Wage Act, for violating 26 U.S.C. §7434, but not for discrimination, harassment, and/or any other type of claim that has not been expressly set forth above.

As compensation for my attorney's services, I agree to pay my attorneys the greater of (a) 40% of the proceeds of the recovery, (b) any attorneys' fees awarded by the court or offered/actually paid by the Defendants, or (c) all amounts paid/received in excess of the outstanding and unpaid wages due to Client, whichever is more. Recovery of attorneys' fees, including any amount awarded by the Court or designated by the Defendant(s) as attorneys' fees, is assigned to the FairLaw Firm. I agree to not compromise my claim without providing for recovery of reasonable attorneys' fees by my attorney(s) at the reasonable hourly rate. This Agreement does not include post-judgment, appellate, and/or collection work, which can be accomplished for an additional fee and/or percentage.

I agree to my case being filed as a class/collective action and to being either a participant or named representative on behalf of other similarly situated employees, at my attorneys' choice. I understand that any recovery for me will be based on the wages owed.

If the client discharges the FairLaw Firm, settles any portion of the claim while represented by the FairLaw Firm, or in the event that the FairLaw Firm chooses to withdraw, for whatever reason, the FairLaw Firm will retain a charging lien against any and all recovery for the agreed-upon fee, including all time and costs expended. The FairLaw Firm reserves the right to withdraw from representation at its sole and absolute discretion. Should any action be necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, fees (including attorneys' fees) and other associated costs incurred in enforcing this Agreement. This includes attorneys' fees whether incurred pretrial, during trial or at any appellate level. In the event of any dispute between the parties to this agreement, the venue and jurisdiction for all such disputes shall be in the Miami-Dade Courts. The client stipulates that the reasonable fee for the services rendered by the attorneys of this firm are at least \$550.00 per hour for his/her case.

If no recovery is made and I have not fired my attorneys or the Court has not imposed a charging lien in favor of my attorneys, I will not owe my attorneys any sum as attorneys' fees.

I agree to pay for the costs of investigation, and should it be necessary to institute suit, the court costs and any other costs necessarily incurred by my attorneys in pursuing my claim, with my attorney advancing these sums.

I hereby appoint FairLaw Firm as my agent, giving onto it the power to endorse on my behalf, for placement into its Trust Account, any and all checks and/or drafts derived from your work. I further agree that should any recovery be made that you may request that all payments be made naming FairLaw Firm as sole/joint payee.

This Agreement may be executed in counterparts and facsimile copy of a signature may serve as an original for all purposes. The above employment is hereby accepted under the terms stated therein. I have read and understand each of the aforementioned items.

No guarantees have been made about my claim or the ability to succeed. I also understand that my file and any materials provided to FairLaw Firm may be discarded after two years. Further, I agree to pay the costs of mediation if I do not accept the last amount offered at any mediation.

I agree that any original documents retained by FairLaw Firm upon the conclusion of representation or receipt of last payment to me may be scanned and then destroyed upon the closure of my case and issuance of final payment to me.

Dated this 08 / 24 / 2023


CLIENT


FAIRLAW FIRM

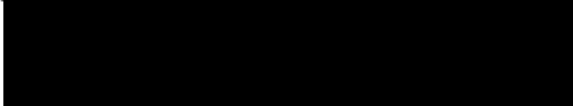
Sign: 

By: 
Brian H. Pollock, Esq

Print: Winston Maracallo

S.S. No.: 

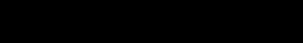
Date of Birth: 

Address: 

City

State

Zip

Tel: + 

Email: 